

MORTGAGE DEED
(Insurance Clause)
Know All Men By These Presents

ASSIGNMENT
Book 5891
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007274

That we, **RANDY T. NEWCOMBE** and **THERESA J. NEWCOMBE** of Waterville, County of Kennebec and State of Maine, in consideration of FORTY-FIVE THOUSAND FIVE HUNDRED TWENTY and 00/100 DOLLARS (\$45,520.00) paid by **DAVID A. DESFOSSSES** of Belfast, County of Waldo and State of Maine, and whose mailing address is P.O. Box 1046, Belfast, Maine 04915, do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said **DAVID A. DESFOSSSES**, his heirs and assigns forever;

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

Beginning at a point in a line, supposed to be the easterly line of Belmont Street, at its intersection, with the north line of land supposed to belong to Arthur Parker, and formerly owned by Evander Gilpatrick; thence northerly along said line of Belmont Street fifty-six (56) feet to an iron pin driven in the ground; thence easterly in a line parallel to the north of said Parker's lot about seventy-one (71) feet to an iron pin driven in the ground; thence southerly in a line parallel with said easterly line of Belmont Street fifty-six (56) feet to an iron pin driven in the ground, said point being in the north line of said Parker lot; thence westerly about seventy-one (71) feet to the point of beginning.

Together with a right of way to the said Edna N. Rose, her heirs and assigns, for all purposes in common with Adelbert L. Rose over a driveway ten (10) feet wide situated on said Adelbert Rose's lot next northerly to the above described parcel.

Being the same premises conveyed to Randy T. Newcombe and Theresa J. Newcombe by Warranty Deed from David A. DesFosses of even date and to be recorded in the Kennebec County Registry of Deeds concurrent herewith.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said **DAVID A. DESFOSSSES**, his heirs and assigns, to him and their use and behoof forever.

AND we do COVENANT with the said Grantee, his heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said **DAVID A. DESFOSSSES**, his heirs and assigns forever, against the lawful claims and demands of all persons.

Provided Nevertheless, that if the said **RANDY T. NEWCOMBE** and **THERESA J. NEWCOMBE**, their heirs and assigns, pay to the said **DAVID A. DESFOSSSES**, his heirs, executors, administrators, personal representatives or assigns, the sum of FORTY-FIVE THOUSAND FIVE HUNDRED TWENTY and 00/100 DOLLARS (\$45,520.00) in accordance with a certain promissory note of even date herewith, and until such time shall pay all taxes and assessments on the granted premises, to whomsoever laid or assessed, and shall keep the building thereon insured against fire in a sum not less than FORTY-FIVE THOUSAND FIVE HUNDRED TWENTY and 00/100 DOLLARS (\$45,520.00) for the benefit of said Grantee, and his heirs, executors, administrators and assigns, in such form and at such insurance office as the Grantee shall approve, and shall not commit nor suffer any strip or waste of the granted premises, nor suffer any attachment or lien thereon, nor commit any breach of any covenant herein contained, then this deed, as also said promissory note given

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by the said **RANDY T. NEWCOMBE** and **THERESA J. NEWCOMBE** to the said **DAVID A. DESFOSSÉS**, shall both be void, otherwise shall remain in full force.

In Witness Whereof, the said **RANDY T. NEWCOMBE** and **THERESA J. NEWCOMBE** have caused this instrument to be signed this 10th day of the month of March 1999.

Paula F. Caughey

Randy T. Newcombe
Randy T. Newcombe

Paula F. Caughey

Theresa J. Newcombe
Theresa J. Newcombe

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: March 10, 1999

Personally appeared the above named **RANDY T. NEWCOMBE** and **THERESA J. NEWCOMBE** and acknowledged the foregoing to be their free act and deed.

Before me,

Paula F. Caughey
Notary Public

Print Name: PAULA F. CAUGHEY

My Commission Expires: NOVEMBER 27, 2004



RECEIVED KENNEBEC SS.

1999 MAR 15 AM 9:00

ATTEST: Theresa J. Newcombe
REGISTER OF DEEDS